

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

PEARSON EDUCATION, INC.; MCGRAW-HILL
GLOBAL EDUCATION HOLDINGS, LLC;
CENGAGE LEARNING, INC.; BEDFORD,
FREEMAN & WORTH PUBLISHING GROUP,
LLC; AND ELSEVIER INC.,

Plaintiffs,

v.

ABC BOOKS LLC; FIDAA HASHEMI;
LEONARD JOHNSON; ALEC SANDERS; ALEX
LUCKHARDT; BRONISLAV TELITSKIY;
CHALLENGE BOOK STORE PVT. LTD.;
RANJAN KUMAR BEHERA; GEOFFREY
LABOS; GLYNIS LABOS; DESPOT
DESPOTOVIC; LIGHT PULSATIONS LLC;
MAYLOURD ASCRATE; ABDULHADI
YILDIRIM; RODNEY BLANKS; SOARABH
GUPTA; MADHU GUPTA; CHARLES E.
KRACHY; TIMOTHY LENN MORGAN;
JENNIFER MORGAN; JANTANA PAPHALA;
NAZIR YAKUB BELIM; MICHAEL CHARLES
MCKEE; CHRISTOPHER CLAUDE AULT;
HALLIE RUTH MOORE; AND MARC HALAN
BALDINGER,

Defendants.

Case No. 19-cv-7642-RA

**~~PROPOSED~~ FINAL JUDGMENT AND INJUNCTION AS TO DEFENDANTS
DESPOT DESPOTOVIC AND LIGHT PULSATIONS**

Plaintiffs Bedford, Freeman & Worth Publishing Group, LLC, Cengage Learning, Inc., Elsevier Inc., McGraw Hill LLC (successor in interest to McGraw-Hill Global Education Holdings, LLC), and Pearson Education, Inc. (collectively, the “Plaintiffs”) filed a complaint against Despot Despotovic and Light Pulsations LLC (“Defendants”), alleging claims of infringement pursuant to the Copyright Act, 17 U.S.C. § 101, and trademark counterfeiting pursuant to the Lanham Act, 15 U.S.C. § 1114. The parties indicate that they have settled this

matter. In connection therewith, the parties have jointly stipulated to entry of this Final Judgment and Permanent Injunction.

NOW THEREFORE, it is hereby:

I. ORDERED that final judgment is **ENTERED** for Plaintiffs against Defendants.

Each party shall bear its own costs and expenses, including its attorney's fees.

II. ORDERED that a permanent injunction is **ENTERED** in this action as follow:

Defendants, their officers, agents, servants, employees, and attorneys, their personal representatives, heirs, executors, administrators, agents, and assigns, and all those in active concert or participation with them who receive actual notice of this injunction are enjoined from:

- a. Directly or indirectly infringing any copyrighted work that is owned or exclusively controlled by any of Plaintiffs ("Plaintiffs' Copyrighted Works"), including any copyrighted work published under any of the imprints identified on Appendix A hereto¹;
- b. Directly or indirectly infringing any trademark that is owned or exclusively controlled by any of the Plaintiffs ("Plaintiffs' Marks"), including such trademarks associated with the Imprints;
- c. Directly or indirectly manufacturing, reproducing, importing, distributing

¹ "Plaintiffs' Copyrighted Works" means any and all textbooks or other copyrighted works, or portions thereof, including instructor solutions manuals, instructor resource manuals, or test banks, whether now in existence or later created, regardless of media type, the copyrights to which are owned or controlled by any of Plaintiffs or their parents, subsidiaries, affiliates, predecessors, successors, and assigns, whether published in the United States or abroad.

(including returning goods purchased from another), offering for sale, and/or selling counterfeit copies of Plaintiffs' Copyrighted Works and/or Plaintiffs' Marks; and

- d. Knowingly (i.e., with actual knowledge or reason to know) enabling, facilitating, permitting, assisting, soliciting, encouraging, or inducing others to directly or indirectly infringe, manufacture, reproduce, import, distribute, offer for sale, and/or sell counterfeit copies of Plaintiffs' Copyrighted Works and/or Plaintiffs' Marks.

III. ORDERED that the following amounts in the accounts listed below shall be disbursed to Plaintiffs through their counsel Oppenheim + Zembrak, LLP:

- a) Amazon (A12T2FZ6WW0S4B): \$29,000.00
- b) Amazon (A2Z86LZAVS7S0A): \$28,000.00
- c) Amazon (AFHHHBZYHV23T): \$16,000.00
- d) Bank of America (Account No. *****4296): \$7,900.00
- e) Chase (Account No. *****2652): \$22,250.00

IV. FURTHER ORDERED ORDERED that the Defendants shall pay Plaintiffs, through their counsel Oppenheim + Zembrak, LLP, \$336,600.00.

V. FURTHER ORDERED For avoidance of doubt, and subject to and consistent with the terms of this Permanent Injunction, the Preliminary Injunction Order currently in place (ECF Doc. 33) regarding a temporary restraint on Defendants' account(s) with banks, financial institutions, and credit card or other payment processing companies ("Financial Institutions") is immediately dissolved with

prejudice as to Despot Despotovic and Light Pulsations only, and Defendants' assets in excess of the amounts set forth in paragraph III and held in and/or the use of such Financial Institutions shall be exempt from paragraph III of this Permanent Injunction.

VI. FURTHER ORDERED that the Court retains jurisdiction for the purpose of enforcing this Order. Without limiting the foregoing, in the event Plaintiffs discover any new storefronts owned or operated by Defendants in violation of any of the terms of this Permanent Injunction, Plaintiffs may move the Court for a supplemental order as may be appropriate to effectuate the purposes of this Permanent Injunction.

VII. FURTHER ORDERED that this Order replaces the Court's Preliminary Injunction issued in this matter as to Defendants Despot Despotovic and Light Pulsations only.

SO ORDERED this 16 day of December, 2020.



HON. RONNIE ABRAMS
United States District Judge

Appendix A: Plaintiffs' Imprints

Cengage Learning	Macmillan Learning
Brooks Cole Cengage Cengage Learning Course Technology Delmar Gale Heinle Milady National Geographic Learning South-Western Educational Publishing Wadsworth	Bedford, Freeman & Worth High School Publishers Bedford/St. Martin's BFW BFW High School Publishers Freeman Macmillan Learning W.H. Freeman & Company Worth Worth Publishers
Elsevier	
Academic Cell Academic Press Amirsys Butterworth Heinemann Digital Press Elsevier Gulf Professional Publishing Hanley & Belfus Knovel Made Simple Books	Medicine Publishing Morgan Kaufmann Publishers Mosby Newnes North Holland Saunders Urban & Fischer William Andrew Woodhead Publishing
McGraw Hill	Pearson
Irwin Lange McGraw-Hill McGraw-Hill Education McGraw-Hill Higher Education McGraw-Hill Professional McGraw-Hill Ryerson McGraw-Hill/Appleton & Lange McGraw-Hill/Contemporary McGraw-Hill/Dushkin McGraw-Hill/Irwin McGraw Hill NTC/Contemporary Osborne Schaum's	Addison Wesley Adobe Press Allyn & Bacon Benjamin Cummings Brady Cisco Press Financial Times Press/FT Press IBM Press Longman New Riders Press Peachpit Press Pearson Pearson Education Que Publishing Sams Publishing